

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOSE MARCOS MORALES RAMIREZ and :  
ELISEO RAMIREZ TULA, :  
:

Plaintiffs, :

- against - :

PREMIER INTERIORS, INC. and :  
REGINOLD SMITH, :

Defendants. :  
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**USDC SDNY**  
**DOCUMENT**  
**ELECTRONICALLY FILED**  
**DOC #:** \_\_\_\_\_  
**DATE FILED:** 3/18/2024

23-CV-1097 (RWL)

**ORDER  
APPROVING SETTLEMENT  
AND DISMISSING CASE**

**ROBERT W. LEHRBURGER, United States Magistrate Judge.**

This case is an action for damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) and the New York Labor Law. (See Dkt. 1.) Before the Court is Plaintiffs’ letter request that the Court approve their settlement agreements, fully executed copies of which were submitted on March 5, 2024. (Dkt. 63 Exs. A-B.) A federal court is obligated to determine whether settlement of a FLSA case under the court’s consideration is fair and reasonable and the subject of an arm’s length negotiation, not an employer’s overreaching. *See Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015).

The Court assisted the parties with settling the dispute and has carefully reviewed the settlement agreements as well as the Plaintiffs’ letter. The Court has taken into account, without limitation, prior proceedings in this action; the attendant risks, burdens, and costs associated with continuing the action; the range of possible recovery; whether the settlement agreements are the product of arm’s length bargaining between experienced counsel or parties; the amount of attorney’s fees; and the possibility of fraud or collusion. Among other attributes of the settlement agreements, there are no

confidentiality restrictions; no non-disparagement provisions; the release is narrowly tailored; and the attorneys' fees are within a fair, reasonable, and acceptable range. Considering all the circumstances, the Court finds that the settlement agreements are fair and reasonable and hereby approved.

This case, having resolved by settlement, is hereby dismissed and discontinued in its entirety, with prejudice, without costs or fees to any party, except as provided for in the parties' settlement agreements. The Clerk of Court is respectfully requested to terminate all motions and deadlines, and close this case.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'R. Lehrburger', with a long horizontal flourish extending to the right.

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ROBERT W. LEHRBURGER  
UNITED STATES MAGISTRATE JUDGE

Dated: March 18, 2024  
New York, New York

Copies transmitted to all counsel of record.